

## Internal Revenue Service

Department of the Treasury  
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### LEGEND

Parent =

Sub 1 =

Sub 2 =

Sub 3 =

Sub 4 =

Partnership =

State A =

PLR-121479-09

State B =

State C =

x =

y =

Business =

Segment A =

Segment B =

Date 1 =

Dear :

This letter responds to your request, dated April 20, 2009, submitted by your authorized representatives on behalf of Parent and its affiliates, for rulings on certain federal income tax consequences of a series of transactions (collectively, the “Proposed Transactions”). The information submitted in that request and subsequent correspondence is summarized below.

The rulings contained in this letter are based on facts and representations submitted by the taxpayer and accompanied by a penalties of perjury statement executed by an appropriate party. This office has not verified any of the material submitted in support of the request for rulings. Verification of the information, representations, and other data may be required as part of the audit process.

### **SUMMARY OF FACTS**

Parent, a State A corporation, is the common parent of an affiliated group of corporations (the “Parent Group”) that files a consolidated federal income tax return. Certain members of the Parent Group are engaged in the Business.

Sub 1, Sub 2, Sub 3, and Sub 4, each a State B corporation, are members of the Parent Group. Parent owns approximately x% of the stock of Sub 1, which directly and through its various subsidiaries, conducts the Business, including activities related to Segment A and Segment B. Sub 1 wholly owns Sub 2, which also conducts the Business, including activities related to Segment A and Segment B. Sub 2 owns the

remaining approximately  $y\%$  of the stock of Sub 1, which was acquired in a transaction unrelated to the Proposed Transactions (defined below). Sub 2's acquisition of the Sub 1 stock was not effectuated for the purpose of avoiding federal income taxes.

Sub 2 also wholly owns Sub 3, and Sub 4, as well as the stock of a number of other affiliates. Sub 3 was newly formed on Date 1 to conduct certain of the Parent Group's activities related to Segment A of the Business. Sub 4 conducts activities related to Segment B of the Business. Sub 4 owns an interest in the Partnership directly, while Parent owns the remaining interests in the Partnership directly and indirectly.

### **PROPOSED TRANSACTIONS**

The Parent Group wishes to consolidate the operation of certain of its Business activities and to simplify its corporate structure. Consistent with these objectives, the Parent Group has proposed the following transactions.

- (i) Pursuant to one or more contribution agreements and liability assumption agreements, Sub 2 will contribute to Sub 3 its assets used in performing activities related to Segment A of the Business (with the exception of a limited class of Segment A assets), in exchange for Sub 3 stock and Sub 3's assumption of certain of Sub 2's liabilities that Sub 2 incurred in connection with the operation of Segment A of the Business or for other bona fide business purposes, and not in connection with the Proposed Transactions ("Contribution 1").
- (ii) Pursuant to a contribution agreement, Sub 2 will contribute to Sub 4 certain of its assets used in performing activities related to Segment B of the Business. Because Sub 2 wholly owns Sub 4, additional stock of Sub 4 will not be issued to Sub 2 ("Contribution 2").
- (iii) Concurrently with, or prior to, Contribution 1 and Contribution 2, Sub 2 will sell at arms' length, its remaining Segment B assets in State C to Partnership (the "Sale").
- (iv) After Contribution 1 and Contribution 2, Sub 2 will amend its Articles of Incorporation in State B changing its legal name (the "Sub 2 Name Change"), and Sub 3 will amend its Articles of Incorporation in State B changing its legal name (the "Sub 3 Name Change").
- (v) After the Sub 2 Name Change and the Sub 3 Name Change, and pursuant to State B corporate law, Sub 2 will merge with and into Sub 1, with Sub 1 surviving (the "Merger"). After the Merger, Parent will be the

sole shareholder of Sub 1, and Sub 1 will be the sole shareholder of Sub 3 and Sub 4.

- (vi) Immediately following the Merger, and pursuant to a contribution agreement, Sub 1 will contribute to Sub 3 certain of its assets used in performing activities related to Segment A of the Business, in exchange for stock of Sub 3 ("Contribution 3").

## **REPRESENTATIONS**

The following representations are made with respect to Contribution 1 described in step (i) above:

- (1a) No stock or securities will be issued for services rendered to or for the benefit of Sub 3 in connection with Contribution 1, and no stock or securities will be issued for indebtedness of Sub 3 that is not evidenced by a security or for interest on indebtedness of Sub 3 which accrued on or after the beginning of the holding period of Sub 2 for the debt.
- (1b) The transfer is not the result of the solicitation by a promoter, broker, or investment house.
- (1c) Sub 2 will not retain any rights in the property transferred to Sub 3.
- (1d) The value of the stock received in exchange for accounts receivable will be equal to the net value of the accounts transferred, *i.e.*, the face amount of the accounts receivable previously included in income less the amount of the reserve for bad debts.
- (1e) The adjusted basis and the fair market value of the assets to be transferred by Sub 2 to Sub 3 in Contribution 1 will be equal to or exceed the sum of the liabilities to be assumed (as determined under section 357(d)) by Sub 3 plus any liabilities to which the transferred assets are subject.
- (1f) Immediately before Contribution 1, the total fair market value of the assets to be transferred to Sub 3 by Sub 2 will exceed the sum of: (i) the amount of any liabilities assumed (as determined under section 357(d)) by Sub 3 in connection with Contribution 1; (ii) the amount of any liabilities owed by Sub 2 to Sub 3 that is discharged or extinguished in connection with Contribution 1; and (iii) the amount of any money and the fair market value of any other property (other than stock permitted to be received under section 351(a) without the recognition of gain) received by Sub 2 in connection with Contribution 1.

- (1g) Immediately after Contribution 1, the fair market value of the assets of Sub 3 will exceed the amount of its liabilities.
- (1h) The liabilities of Sub 2 to be assumed by Sub 3, plus the liabilities, if any, to which the transferred assets are subject, were incurred in the ordinary course of business and are associated with the assets to be transferred.
- (1i) There is no indebtedness between Sub 2 and Sub 3, and there will be no indebtedness created in favor of Sub 2 as a result of Contribution 1.
- (1j) The transfers and exchanges will occur under a plan agreed upon before the transaction in which the rights of the parties are defined.
- (1k) All transfers and exchanges will occur within a time period of approximately two weeks.
- (1l) There is no plan or intention on the part of Sub 3 to redeem or otherwise reacquire any stock or indebtedness to be issued in Contribution 1.
- (1m) Taking into account any issuance of additional shares of Sub 3 stock; any issuance of Sub 3 stock for services; the exercise of any Sub 3 stock rights, warrants, or subscriptions; a public offering of Sub 3 stock; and the sale, exchange, transfer by gift, or other disposition of any of the stock of Sub 3 to be received in the exchange, Sub 2 will be in “control” of Sub 3 within the meaning of section 368(c) of the Code.
- (1n) Sub 2 will receive Sub 3 stock approximately equal to the fair market value of the property transferred to Sub 3 or for services rendered or to be rendered for the benefit of Sub 3.
- (1o) Sub 3 will remain in existence and retain and use the property transferred to it in a trade or business.
- (1p) There is no plan or intention by Sub 3 to dispose of the transferred property other than in the ordinary course of business operations.
- (1q) Each of Sub 2 and Sub 3 will pay its own expenses, if any, incurred in connection with Contribution 1.
- (1r) Sub 3 will not be an investment company within the meaning of section 351(e)(1) of the Code and section 1.351-1(c)(1)(ii) of the regulations.

- (1s) Sub 2 is not under the jurisdiction of a court in a title 11 or similar case (within the meaning of section 368(a)(3)(A)) and the stock or securities received in the exchange will not be used to satisfy the indebtedness of such debtor.
- (1t) Sub 3 will not be a “personal service corporation” within the meaning of section 269A of the Code.

The following representations are made with respect to Contribution 2 described in step (ii) above:

- (2a) No stock or securities will be issued for services rendered to or for the benefit of Sub 4 in connection with Contribution 2, and no stock or securities will be issued for indebtedness of Sub 4 that is not evidenced by a security or for interest on indebtedness of Sub 4 which accrued on or after the beginning of the holding period of Sub 2 for the debt.
- (2b) The transfer is not the result of the solicitation by a promoter, broker, or investment house.
- (2c) Sub 2 will not retain any rights in the property transferred to Sub 4.
- (2d) The value of the stock received in exchange for accounts receivable will be equal to the net value of the accounts transferred, *i.e.*, the face amount of the accounts receivable previously included in income less the amount of the reserve for bad debts.
- (2e) No liabilities of Sub 2 are being assumed by Sub 4 in connection with Contribution 2, and there are no liabilities to which the transferred assets are subject.
- (2f) Immediately before Contribution 2, the total fair market value of the assets to be transferred to Sub 4 by Sub 2 will exceed the sum of: (i) the amount of any liabilities assumed (as determined under section 357(d)) by Sub 4 in connection with Contribution 2; (ii) the amount of any liabilities owed by Sub 2 to Sub 4 that is discharged or extinguished in connection with Contribution 2; and (iii) the amount of any money and the fair market value of any other property (other than stock permitted to be received under section 351(a) without the recognition of gain) received by Sub 2 in connection with Contribution 2.
- (2g) Immediately after Contribution 2, the fair market value of the assets of Sub 4 will exceed the amount of its liabilities.

- (2h) There is no indebtedness between Sub 2 and Sub 4, and there will be no indebtedness created in favor of Sub 2 as a result of Contribution 2.
- (2i) The transfers and exchanges will occur under a plan agreed upon before the transaction in which the rights of the parties are defined.
- (2j) All transfers and exchanges will occur within a time period of approximately two weeks.
- (2k) There is no plan or intention on the part of Sub 4 to redeem or otherwise reacquire any stock or indebtedness to be issued in Contribution 2.
- (2l) Taking into account any issuance of additional shares of Sub 4 stock; any issuance of Sub 4 stock for services; the exercise of any Sub 4 stock rights, warrants, or subscriptions; a public offering of Sub 4 stock; and the sale, exchange, transfer by gift, or other disposition of any of the stock of Sub 4 to be received in the exchange, Sub 2 will be in “control” of the transferee within the meaning of section 368(c) of the Code.
- (2m) Sub 2 will receive Sub 4 stock approximately equal to the fair market value of the property transferred to Sub 4 or for services rendered or to be rendered for the benefit of Sub 4.
- (2n) Sub 4 will remain in existence and retain and use the property transferred to it in a trade or business.
- (2o) There is no plan or intention by Sub 4 to dispose of the transferred property other than in the ordinary course of business operations.
- (2p) Each of Sub 2 and Sub 4 will pay its own expenses, if any, incurred in connection with Contribution 2.
- (2q) Sub 4 will not be an investment company within the meaning of section 351(e)(1) of the Code and section 1.351-1(c)(1)(ii) of the regulations.
- (2r) Sub 2 is not under the jurisdiction of a court in a title 11 or similar case (within the meaning of section 368(a)(3)(A)) and the stock or securities received in the exchange will not be used to satisfy the indebtedness of such debtor.
- (2s) Sub 4 will not be a “personal service corporation” within the meaning of section 269A of the Code.

The following representations are made with respect to the Merger described in step (v) above:

- (3a) The Merger is being effected pursuant to the laws of State B and will qualify as a statutory merger under applicable State B law. Pursuant to the plan of merger, by operation of law, the following will occur simultaneously at the effective time of the Merger: (i) all of the assets held by Sub 2 immediately before the Merger (after taking into account Contribution 1, Contribution 2, and the Sale) and all of the liabilities of Sub 2 immediately before the Merger (after taking into account Contribution 1), and except to the extent any liabilities are satisfied or discharged in the Merger or are nonrecourse liabilities to which assets distributed in the Merger are subject) will become the assets and liabilities of Sub 1; and (ii) Sub 2 will cease its separate legal existence for all purposes.
- (3b) The total fair market value of assets of Sub 2 (including stock of Sub 1) transferred to Sub 1 in the Merger less the amount of any liabilities that Sub 1 assumes in connection therewith will be approximately equal to the fair market value of the Sub 2 stock that Sub 1 surrenders in the exchange.
- (3c) Sub 1 has no plan or intention to sell or otherwise dispose of any of the assets of Sub 2 acquired in the Merger, except for dispositions made in the ordinary course of business, or transfers described in section 368(a)(2)(C) of the Code or in Treas. Reg. § 1.368-2(k).
- (3d) The liabilities of Sub 2 assumed (as determined under section 357(d)) by Sub 1 and the liabilities to which the transferred assets of Sub 2 are subject were incurred by Sub 2 in the ordinary course of its business and are associated with the assets transferred.
- (3e) Following the Merger, Sub 1, either directly or through members of its qualified group (within the meaning of Treas. Reg. § 1.368-1(d)(4)(ii)), will continue the historic business of Sub 2 or use a significant portion of Sub 2's historic business assets in a business.
- (3f) Sub 1 and Sub 2 will pay their respective expenses, if any, incurred in connection with the Merger.
- (3g) At the time of the Merger, there will be no intercorporate indebtedness existing between Sub 1 and Sub 2 that will be issued, acquired or settled



at a discount, provided that certain intercompany receivables will be extinguished by operation of law pursuant to the Merger.

- (3h) No two parties to the transaction are investment companies as defined in section 368(a)(2)(F)(iii) and (iv) of the Code.
- (3i) Sub 2 is not under the jurisdiction of a court in a title 11 or similar case within the meaning of section 368(a)(3)(A) of the Code.
- (3j) Immediately before the Merger, the total fair market value of the assets of Sub 2 (including stock of Sub 1) transferred to Sub 1 will exceed the sum of: (i) the amount of any liabilities assumed (as determined under section 357(d)) by Sub 1 in connection with the Merger; (ii) the amount of any liabilities owed to Sub 1 by Sub 2 that is discharged or extinguished in connection with the Merger; and (iii) the amount of any money and the fair market value of any other property (other than stock permitted to be received under section 361(a) without the recognition of gain) received by Sub 2 in connection with the Merger.
- (3k) Immediately after the Merger, the fair market value of Sub 1's assets will exceed the amount of its liabilities.

The following representations are made with respect to Contribution 3 described in step (vi) above:

- (4a) No stock or securities will be issued for services rendered to or for the benefit of Sub 3 in connection with Contribution 3, and no stock or securities will be issued for indebtedness of Sub 3 that is not evidenced by a security or for interest on indebtedness of Sub 3 which accrued on or after the beginning of the holding period of Sub 1 for the debt.
- (4b) The transfer is not the result of the solicitation by a promoter, broker, or investment house.
- (4c) Sub 1 will not retain any rights in the property transferred to Sub 3.
- (4d) The value of the stock received in exchange for accounts receivable will be equal to the net value of the accounts transferred, *i.e.*, the face amount of the accounts receivable previously included in income less the amount of the reserve for bad debts.
- (4e) No liabilities of Sub 1 are being assumed by Sub 3 in connection with Contribution 3, and there are no liabilities to which the transferred assets are subject.

- (4f) Immediately before Contribution 3, the total fair market value of the assets to be transferred to Sub 3 by Sub 1 will exceed the sum of: (i) the amount of any liabilities assumed (as determined under section 357(d)) by Sub 3 in connection with Contribution 3; (ii) the amount of any liabilities owed by Sub 1 to Sub 3 that is discharged or extinguished in connection with Contribution 3; and (iii) the amount of any money and the fair market value of any other property (other than stock permitted to be received under section 351(a) without the recognition of gain) received by Sub 1 in connection with Contribution 3.
- (4g) Immediately after Contribution 3, the fair market value of the assets of Sub 3 will exceed the amount of its liabilities.
- (4h) There is no indebtedness between Sub 1 and Sub 3, and there will be no indebtedness created in favor of Sub 1 as a result of Contribution 3.
- (4i) The transfers and exchanges will occur under a plan agreed upon before the transaction in which the rights of the parties are defined.
- (4j) All exchanges will occur on approximately the same date.
- (4k) There is no plan or intention on the part of Sub 3 to redeem or otherwise reacquire any stock or indebtedness to be issued in Contribution 3.
- (4l) Taking into account any issuance of additional shares of Sub 3 stock; any issuance of Sub 3 stock for services; the exercise of any Sub 3 stock rights, warrants, or subscriptions; a public offering of Sub 3 stock; and the sale, exchange, transfer by gift, or other disposition of any of the stock of Sub 3 to be received in the exchange, Sub 1 will be in "control" of the transferee within the meaning of section 368(c) of the Code.
- (4m) Sub 1 will receive Sub 3 stock approximately equal to the fair market value of the property transferred to Sub 3 or for services rendered or to be rendered for the benefit of Sub 3.
- (4n) Sub 3 will remain in existence and retain and use the property transferred to it in a trade or business.
- (4o) There is no plan or intention by Sub 3 to dispose of the transferred property other than in the ordinary course of business operations.
- (4p) Each of Sub 1 and Sub 3 will pay its own expenses, if any, incurred in connection with Contribution 3.

- (4q) Sub 3 will not be an investment company within the meaning of section 351(e)(1) of the Code and section 1.351-1(c)(1)(ii) of the regulations.
- (4r) Sub 1 is not under the jurisdiction of a court in a title 11 or similar case (within the meaning of section 368(a)(3)(A)) and the stock or securities received in the exchange will not be used to satisfy the indebtedness of such debtor.
- (4s) Sub 3 will not be a “personal service corporation” within the meaning of section 269A of the Code.

### **RULINGS**

Based solely on the information submitted and the representations set forth above, and conditioned upon Parent’s execution of the closing agreement attached hereto and made a part hereof, we rule as follows:

#### **Contribution 1**

- (1) Contribution 1 will be treated for federal income tax purposes in accordance with its form as occurring prior to the Merger.
- (2) No gain or loss will be recognized by Sub 2 on the transfer of assets to Sub 3 in exchange for Sub 3 stock and Sub 3’s assumption of liabilities. Sections 351(a) and 357(a).
- (3) The basis of the Sub 3 stock received by Sub 2 will be the same as the basis of the assets transferred by Sub 2 to Sub 3, decreased by the sum of the Sub 2 liabilities assumed by Sub 3. Sections 358(a)(1) and 358(d)(1).
- (4) The holding period of the Sub 3 stock received by Sub 2 will include the holding period of the Sub 2 assets transferred in exchange therefor, provided that the assets were held as capital assets on the date of Contribution 1. Section 1223(1).
- (5) No gain or loss will be recognized by Sub 3 on the receipt of assets of Sub 2 in exchange for Sub 3 stock. Section 1032(a).
- (6) The basis of each Sub 2 asset received by Sub 3 will be the same as the basis of such asset in the hands of Sub 2 immediately prior to Contribution 1. Section 362(a)(1).

- (7) The holding period of each Sub 2 asset received by Sub 3 will include the period during which such asset was held by Sub 2. Section 1223(2).
- (8) No portion of the earnings and profits of Sub 2 will be allocated to Sub 3 as a result of Contribution 1. Treas. Reg. § 1.312-11(a).

Contribution 2

- (9) Contribution 2 will be treated for federal income tax purposes in accordance with its form as occurring prior to the Merger.
- (10) No gain or loss will be recognized by Sub 2 on the transfer of assets to Sub 4 in exchange for the deemed issuance of Sub 4 stock. Section 351(a).
- (11) The basis of the Sub 4 stock deemed received by Sub 2 will be the same as the basis of the assets transferred by Sub 2 to Sub 4. Section 358(a)(1).
- (12) The holding period of the Sub 4 stock deemed received by Sub 2 will include the holding period of the Sub 2 assets transferred in exchange therefor, provided that the assets were held as capital assets on the date of Contribution 2. Section 1223(1).
- (13) No gain or loss will be recognized by Sub 4 on the receipt of assets of Sub 2 in deemed exchange for Sub 4 stock. Section 1032(a).
- (14) The basis of each Sub 2 asset received by Sub 4 will be the same as the basis of such asset in the hands of Sub 2 immediately prior to Contribution 2. Section 362(a)(1).
- (15) The holding period of each Sub 2 asset received by Sub 4 will include the period during which such asset was held by Sub 2. Section 1223(2).
- (16) No portion of the earnings and profits of Sub 2 will be allocated to Sub 4 as a result of Contribution 2. Treas. Reg. § 1.312-11(a).

Sub 2 Name Change

- (17) The Sub 2 Name Change will not constitute a realization event. *Weiss v. Stearn*, 265 U.S. 242, 44 S. Ct. 490, 68 L. Ed. 1001, 1924-2 C.B. 51 (1924).

Sub 3 Name Change

- (18) The Sub 3 Name Change will not constitute a realization event. *Weiss v. Stearn*, 265 U.S. 242, 44 S. Ct. 490, 68 L. Ed. 1001, 1924-2 C.B. 51 (1924).

Merger

- (19) Provided that the Merger qualifies as a statutory merger under applicable state law, the Merger will constitute a reorganization within the meaning of section 368(a)(1)(A). Sub 1 and Sub 2 each will be “a party to a reorganization” within the meaning of section 368(b).
- (20) No gain or loss will be recognized by Sub 2 on the transfer of its assets to Sub 1 (including any Sub 1 stock held by Sub 2) in exchange for the deemed issuance of Sub 1 stock and the assumption by Sub 1 of the liabilities of Sub 2. Sections 361(a) and 357(a).
- (21) No gain or loss will be recognized by Sub 1 on the receipt of the assets of Sub 2 (including any Sub 1 stock held by Sub 2) in exchange for the deemed issuance of Sub 1 stock. Section 1032(a).
- (22) The basis of each Sub 2 asset received by Sub 1 (other than Sub 1 stock) will be the same as the basis of such asset in the hands of Sub 2 immediately before the Merger. Section 362(b).
- (23) The holding period of each Sub 2 asset received by Sub 1 (other than Sub 1 stock) will include the period during which such asset was held by Sub 2. Section 1223(2).
- (24) No gain or loss will be recognized by Sub 2 on the deemed distribution of Sub 1 stock. Section 361(c).
- (25) No gain or loss will be recognized by Sub 1 on the deemed receipt of Sub 1 stock in exchange for its Sub 2 stock. Section 354(a).
- (26) Sub 1 will succeed to and take into account, as of the close of the date of the Merger, the items of Sub 2 described in section 381(c) subject to the conditions and limitations specified in sections 381, 382, 383 and 384, and the regulations thereunder. Section 381(a).

- (27) Except to the extent Sub 1's earnings and profits already reflect Sub 2's earnings and profits, Sub 1 will succeed to and take into account, the earnings and profits or deficit in earnings and profits, of Sub 2 as of the date of the Merger. Section 381(c)(2)(A) and Treas. Reg. §§ 1.381(c)(2)-1 and 1.1502-33. Any deficit in the earnings and profits of Sub 1 and Sub 2 will be used only to offset earnings and profits accumulated after the date of the Merger. Section 381(c)(2)(B).

Contribution 3

- (28) No gain or loss will be recognized by Sub 1 on the transfer of assets to Sub 3 in exchange for Sub 3 stock. Section 351(a).
- (29) The basis of the Sub 3 stock received by Sub 1 will be the same as the basis of the assets transferred by Sub 1 to Sub 3. Section 358(a)(1).
- (30) The holding period of the Sub 3 stock received by Sub 1 will include the holding period of the Sub 1 assets transferred in exchange therefor, provided that the assets were held as capital assets on the date of Contribution 3. Section 1223(1).
- (31) No gain or loss will be recognized by Sub 3 on the receipt of assets of Sub 1 in exchange for Sub 3 stock. Section 1032(a).
- (32) The basis of each Sub 1 asset received by Sub 3 will be the same as the basis of such asset in the hands of Sub 1 immediately prior to Contribution 3. Section 362(a)(1).
- (33) The holding period of each Sub 1 asset received by Sub 3 will include the period during which such asset was held by Sub 1. Section 1223(2).
- (34) No portion of the earnings and profits of Sub 1 will be allocated to Sub 3 as a result of Contribution 1. Treas. Reg. § 1.312-11(a).

## **CLOSING AGREEMENT**

We will, accordingly, approve a closing agreement with the taxpayer with respect to certain of those issues affecting its tax liability on the basis set forth above. The necessary closing agreement with Parent has been prepared in triplicate and is enclosed. In pursuance of our practice with respect to such agreements, the agreement contains a stipulation to the effect that any change or modification of applicable statutes enacted subsequent to the date of this agreement and made applicable to the taxable period involved will render the agreement ineffective to the extent that it is dependent upon such statutes.

## **CAVEATS**

No opinion is expressed about the tax treatment of the Proposed Transactions under other provisions of the Code or regulations, or the tax treatment of any conditions existing at the time of, or effects resulting from, the Proposed Transactions that are not specifically covered by the above rulings. In particular, no opinion is expressed about the treatment of the Sale described in step (iii) above. This letter ruling will become effective upon the execution of the closing agreement.

## **PROCEDURAL STATEMENTS**

This ruling is directed only to the taxpayer requesting it. Section 6110(k)(3) of the Code provides that it may not be used or cited as precedent.

A copy of this letter must be attached to any income tax return to which it is relevant. Alternatively, taxpayers filing their return electronically may satisfy this requirement by attaching a statement to their return that provides the date and control number of the letter ruling.

In accordance with the Power of Attorney on file with this office, a copy of this letter is being sent to your authorized representatives.

Sincerely,

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William D. Alexander  
Associate Chief Counsel (Corporate)

cc: